

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Metamora Telephone Company and )  
 United States Cellular Operating )  
 Company of Chicago, LLC; USCOC Of )  
 Central Illinois, LLC; USCOC of ) Docket No. 05-0368  
 Illinois RSA #1, LLC; USCOC of )  
 Illinois RSA #4, LLC; USCOC of )  
 Rockford, LLC )  
 )  
 Joint Petition for Approval of )  
 Negotiated Traffic Termination )  
 Agreement Pursuant to 47 U.S.C. )  
 Section 252 )

**JOINT PETITION FOR APPROVAL OF NEGOTIATED  
 TRAFFIC TERMINATION AGREEMENT BETWEEN  
 METAMORA TELEPHONE COMPANY AND  
U. S. CELLULAR**

Metamora Telephone Company ("Metamora") and United States Cellular Operating Company of Chicago, LLC; USCOC of Central Illinois, LLC; USCOC of Illinois RSA #1, LLC; USCOC Of Illinois RSA #4, LLC; USCOC of Rockford, LLC, (referred to collectively hereinas "US Cellular"), through counsel, hereby request that the Commission review and approve the attached Traffic Termination Agreement ("Agreement") executed on or about May 19, 2005 by U.S. Cellular and on or about June 15, 2005, by Metamora, pursuant to Sections 251(b) of the Telecommunications Act of 1996 47 U.S.C. Section 252(a)(1) and 252(e) ("the "Act"). In support of their request, the parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 251 of the Act and provides for reciprocal compensation between the parties.

**OFFICIAL FILE**

**ILL. C. C. DOCKET NO.** 03 0402

Spring Cross **Exhibit No.** 3

**Witness** \_\_\_\_\_

**Date** 10/6/05 **Reporter** ALS SA

2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated Agreement if it finds that (1) the Agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. As set forth in the attached Statement in Support of Joint Petition of Glenn E. Rauh, Metamora will make the Agreement available to any other similarly-situated CMRS carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition Glenn E. Rauh's Statement in Support of Joint Petition demonstrates that implementation of the Agreement is consistent with the public interest because it will promote competition and enhance US Cellular's ability to provide Illinois telecommunication users with competitive telecommunication services.

5. In accordance with Section 252 (e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

6. Copies of the Agreement are available for public inspection in Metamora's and US Cellular's public offices.

WHEREFORE, Metamora Telephone Company and United States Cellular Operating Company of Chicago, LLC; USCOC of Illinois RSA #1, LLC; USCOC of Illinois RSA #4, LLC; USCOC of Rockford, LLC, respectfully request that the Commission approve the attached Traffic Termination Agreement under Section 252 (e) of the Act as expeditiously as possible.

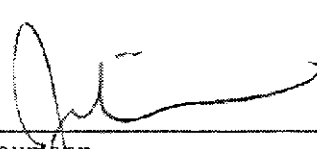
Respectfully submitted this 31<sup>st</sup> day of August 2005.

Metamora Telephone Company

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United States Cellular Operating Company  
Of Chicago, LLC; USCOC of Central  
Illinois, LLC; USCOC of Illinois RSA  
#1, LLC; USCOC of Illinois RSA #4, LLC;  
USCOC of Rockford, LLC




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WHEREFORE, Metamora Telephone Company and United States Cellular Operating Company of Chicago, LLC; USCOC of Illinois RSA #1, LLC; USCOC of Illinois RSA #4, LLC; USCOC of Rockford, LLC, respectfully request that the Commission approve the attached Traffic Termination Agreement under Section 252 (e) of the Act as expeditiously as possible.


Respectfully submitted this 31<sup>st</sup> day of August 2005.

Metamora Telephone Company



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Of Chicago, LLC; USCOC of Central  
Illinois, LLC; USCOC of Illinois RSA  
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USCOC of Rockford, LLC

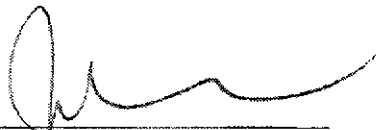


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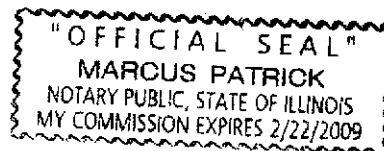
VERIFICATION

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

Jim Naumann, being first duly sworn on oath, deposes and states that he is the Senior Director-National Networks for United States Cellular Operating Company of Chicago, LLC; USCOC of Central Illinois LLC; USCOC of Illinois RSA #1, LLC; USCOC of Illinois RSA #4, LLC; USCOC of Rockford, LLC; ("US CELLULAR"), that he has read the above and foregoing Joint Petition For Approval and Statement In Support of Joint Petition For Approval of Negotiated Traffic Termination Agreement and knows the contents thereof, and that the same are true to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Jim Naumann

Subscribed and Sworn to before me  
This 18 day of August, 2005




  
\_\_\_\_\_  
Notary Public

VERIFICATION

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF WOODFORD )   SS

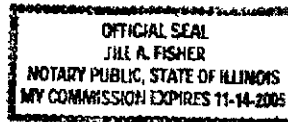
Glenn E. Rauh, being first duly sworn on oath, deposes and states that he is President of Metamora Telephone Company Inc., that he has read the above and foregoing Joint Petition For Approval OF negotiated Traffic Termination Agreement and knows the contents thereof, and that the same are true to the best of his knowledge, information and belief.



Glenn E. Rauh

Subscribed and Sworn to before me  
this 16 day of August, 2005.

  
Notary Public



STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Metamora Telephone Company and	)	
United States Cellular Operating	)	
Company of Chicago, LLC; USCOC Of	)	
Central Illinois, LLC; USCOC of	)	Docket No. 05-
Illinois RSA #1, LLC; USCOC of	)	
Illinois RSA #4, LLC; USCOC of	)	
Rockford, LLC	)	
	)	
Joint Petition for Approval of	)	
Negotiated Traffic Termination	)	
Agreement Pursuant to 47 U.S.C.	)	
Section 252	)	

**STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL**

I, Glenn E. Rauh, am President of Metamora Telephone Company Inc., and submit this Statement in Support of the Joint Petition for Approval of a Negotiated Traffic Termination Agreement between Metamora Telephone Company ("Metamora") and United States Cellular Operating Company of Chicago, LLC; USCOC of Central Illinois, LLC; USCOC of Illinois RSA # 1, LLC; USCOC of Illinois RSA #4, LLC; USCOC of Rockford, LLC; ("US Cellular").

The attached Traffic Termination Agreement (the "Agreement") between Metamora and US Cellular was reached through voluntary negotiations between the parties. Accordingly, Metamora and US Cellular requests approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and agreement was reached on or about May 19, 2005. The Agreement expires one year from its effective date (the date on which the Commission approves it) and establishes the financial and operation terms for reciprocal compensation between the parties for traffic terminated on one another's networks. Absent the written notice from either Party of its intent to

let the Agreement terminate on its next anniversary date at least within ninety days prior to the expiration of the then-current Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until so terminated by either Party. The key provisions of the Agreement are that each party will be able to pay the other at the rate of \$0.022/minute for local traffic terminated on the billing party's network by the other party. In the case of the traffic terminated by US Cellular and Metamora's network, the Agreement includes a negotiated factor to divide all traffic delivered to Metamora over its common trunks between interMTA traffic (billed at access) and intraMTA traffic (billed at the agreed-upon rate under the Agreement).

Under Sections 252(e)(1) and (2) of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity." Because the Agreement is a product of voluntary negotiation, it does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is not discriminatory. Metamora will make this Agreement available to any other similarly-situated CMRS carrier operating within Metamora's service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is the product of good faith, arms-length negotiations between two telecommunications carriers. Overall, the Agreement is acceptable to both parties and it shows that two parties, negotiating in good faith, can arrive at mutually satisfactory business arrangements. This Agreement is consistent with the public interest, convenience and necessity.



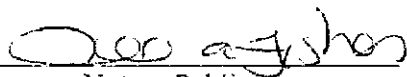
It calls for appropriate payment of reciprocal compensation that will help to recover the cost of the parties in providing services terminated on their networks.

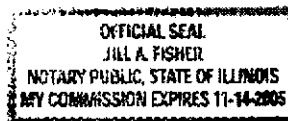
The Agreement meets the requirements of the Act and the Commission should approve it.

Metamora Telephone Company

  
Glenn E. Rauh

Subscribed and Sworn to before me  
this 16 day of August, 2005.

  
Notary Public



**TRAFFIC TERMINATION AGREEMENT**

**BETWEEN**

**INCUMBENT LOCAL EXCHANGE CARRIER**

**Metamora Telephone Company**

**AND**

**WIRELESS TELECOMMUNICATIONS CARRIER**

**United States Cellular Operating Company of  
Chicago, LLC; USCOC of Central Illinois,  
LLC; USCOC of Illinois RSA #1, LLC;  
USCOC of Illinois RSA #4, LLC; and USCOC  
of Rockford, LLC**

## TRAFFIC TERMINATION AGREEMENT

### **1.0 INTRODUCTION**

This Agreement for the termination of telecommunications traffic ("traffic") between Metamora Telephone Company, an Incumbent Local Exchange Carrier (ILEC), and United States Cellular Operating Company of Chicago, LLC; USCOC of Central Illinois, LLC; USCOC of Illinois RSA #1, LLC; USCOC of Illinois RSA #4, LLC; and USCOC of Rockford, LLC; with offices located at 8410 W. Bryn Mawr Street, Suite 700, Chicago, IL 60631 (collectively "WC"). This Agreement has been executed pursuant to Sections 251(a)(1) and 251(b)(5) of the Telecommunications Act of 1996. (ILEC and WC are also sometimes referred to herein as "Party" or, collectively, "Parties.")

ILEC is a local exchange carrier operating in Illinois. WC is a commercial mobile radio service carrier operating in Illinois. WC terminates traffic originated by its end user customers through either the local exchange carrier network or interexchange carrier network in Illinois to ILEC. ILEC may originate traffic from its end user customers under the provisions of its tariffs that terminates through the local exchange carrier network in Illinois to WC. WC and ILEC recognize their respective responsibilities to compensate the other pursuant to Section 5 of this Agreement for termination of the traffic originated by and under the responsibility of each Party.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

### **2.0 SCOPE OF AGREEMENT**

2.1 This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties' networks. "Traffic originated by and under the responsibility of," a Party means traffic that is originated by a Party pursuant to that Party's rate schedules, tariffs, or contract with the end-user customer. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in this Agreement. The termination of traffic under this Agreement will be accomplished by both Parties interconnecting their networks with a third-party local exchange carrier(s) who transits traffic between the Parties on their network(s).

### **3.0 DEFINITIONS**

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the act or in the Rules and Regulations of the FCC or the Illinois Commerce Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

3.1 "Act" – the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules

and regulations and Orders of the Federal Communication Commission or a state regulatory commission.

3.2 "CMRS" – Commercial Mobile Radio Service, as defined in the Act.

3.3 "Commission" – Illinois Commerce Commission.

3.4 "FCC" – Federal Communications Commission.

3.5 "Interexchange Carrier" or "IXC" means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

3.6 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.

3.7 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Telecommunications Traffic in this Agreement.

3.8 "LEC" – local exchange carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Illinois Commerce Commission.

3.9 "Local Access and Transport Area" or "LATA" means a contiguous geographic area –

(a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(b) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)

3.10 "Local Traffic" means traffic exchanged between LEC and WC within a local calling area. For calls originated on the system of WC, calls will be considered local if they originate and terminate within the same MTA. For calls originated on the system of the LEC, the LEC's local calling areas, as defined by LEC's tariffs, will be used to establish as local all calls terminated by WC to an NPA NXX homed to a point within the LEC's local calling area. For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For WC, the origination point of a call shall be the cell site/base station that serves, respectively, the calling party at the beginning of the call.

3.11 "MTA" – Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

3.12 "Non-local Traffic" – Non-local traffic under this Agreement is traffic between ILEC and WC that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

3.13 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (i.e., NPA/NXX-XXXX).

3.14 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

3.15 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

3.16 "Transit Traffic" means local traffic originated by either Party that traverses the network of a third party LEC prior to termination on the other Party's network. The originating Party agrees to pay transit fees.

3.17 "Transiting Usage Reports" means the reports and/or records, of any nature, provided by a third party LEC that track and identify the minutes of Transit Traffic for calls originated by WC and terminated to LEC.

#### **4.0 TRAFFIC EXCHANGE**

4.1 The Parties shall exchange local and/or incidental non-local traffic under this Agreement by each Party physically connecting its network to a third-party LEC(s), which shall transit the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships with this third-party LEC(s) for interconnecting with its network and transiting local traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party LEC(s) network and for paying the third-party LEC(s) network provider for the costs of transiting local calls that the Party originates.

4.2 Although the purpose of this Agreement is the exchange of local traffic, the parties acknowledge that it is currently technically infeasible to avoid the inclusion of an incidental amount of non-local traffic with the local traffic exchanged. Both parties will make commercially and technically reasonable efforts to avoid the inclusion of more than an incidental amount of non-local traffic.

#### **5.0 COMPENSATION**

5.1 Compensation for traffic originated by, and under the responsibility of, a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the calls as follows:

- 5.1.1 Local Traffic – Local Traffic calls as defined in Section 3 of this Agreement shall be compensated based on the rates established in Appendix 1.
- 5.1.2 Non-local Intrastate Traffic – Non-local Traffic (as defined in Section 3 of this Agreement) originated by WC and terminating to ILEC within the same State will be compensated based upon the intrastate access tariffs of ILEC.
- 5.1.3 Non-local Interstate Traffic – Non-local Traffic (as defined in Section 3 of this Agreement) originated by WC and terminating to ILEC within different States will be compensated based upon the interstate access tariffs of ILEC.

## **6.0 RECORD EXCHANGES AND BILLING**

6.1 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls they originate that terminate on the other Party's network. The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder.

6.2 Compensation for transport and termination of telecommunications traffic subject to this Agreement shall be determined based on conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision. The Parties agree that in addition to their own recorded volumes, usage reports and/or records obtained from a third party whose network is used to deliver traffic to a Party, such as the Cellular Transiting Usage Summary Report (CTUSR) and its successor report/records may be used by ILEC to determine the monthly quantity of telecommunications traffic MOU being terminated on its network by WC. Each Party shall pay the other Party for terminating Local Traffic delivered to the other Party's network. If both Parties consent, ILEC will bill WC the net amount due for transport and termination of Local Traffic. That is, the amount due to ILEC for Local Traffic originating on WC's network and terminating on the network of ILEC will be reduced by the amount due WC for Local Traffic originating on ILEC's network and terminating on the network of WC, otherwise each party will invoice each other for the actual traffic amount.

6.3 As of the effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to use the percentage referenced in Appendix 2 as a fair estimate of the amount of interMTA traffic exchanged between the Parties. This percentage shall remain in effect until amended as provided herein. Notwithstanding the foregoing, if either Party provides to the other

a valid interMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties shall use such interMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised interMTA percentage. For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling party information (e.g., originating landline NPA NXX, originating wireless cell tower information, minutes of use, etc.) which, for several consecutive billing periods, indicates an amount of interMTA traffic that is at least one and one half (1 ½ ) percentage points greater or less than the interMTA percentage amount to which the Parties previously agreed. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

6.4 The originating Party shall pay the Billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the bill receipt date. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.0% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than ninety (90) days old. However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, etc., billing can be rendered or corrected for periods more than ninety (90) days old. In no case, however, will billing be made for traffic that is more than two (2) years old.

6.5 If Local Traffic does not exceed five thousand (5000) billable minutes in any one billing month, the billing Party may not send a billing statement until such accumulated traffic exceeds five thousand (5000) minutes, provided the billing Party shall issue a billing statement for accumulated traffic at least once every three months.

6.6 If the traffic split reaches 55/45 in either direction, the Parties agree to go to bill and keep.

## **7.0 AUDIT PROVISIONS**

7.1 As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.

7.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party", the Requesting Party shall have the right, through its authorized representative(s), to perform an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the services provided, and performance standards agreed to, under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place, and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including reasonable access to and use of the Audited Party's facilities (e.g.,

conference rooms, telephones, copying machines). The Requesting Party shall pay all reasonable costs for the use of the Audited Party's facilities.

7.3 Each party shall bear the cost of its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 7.3, "Special Data Extraction" shall mean the creation of an output record or information report (from existing data files) that is not created in the normal course of business by the Audited Party. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse during any subsequent Audit.

7.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One (1) percent or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two percent (2%) of the actual amount due by compounding monthly from the time of the error or omission to the day of payment or credit. In no case, however, will any adjustments, credits or payments be made for errors or omissions that are more than two (2) years old.

7.5 Neither right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

7.6 This Section 7 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## **8.0 DISPUTE RESOLUTION**

8.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 9 or this dispute resolution process (venue and jurisdiction for which would be in Springfield, Illinois). No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than 2 years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

8.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request



to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

8.3 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be brought in any lawful forum, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction for resolution unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be held in Springfield, Illinois, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures set for in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

8.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid, with late charges as provided in Section 7.4, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after thirty (30) days from the receipt of the invoice, shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable. In no case, however, will any adjustments, credits or payments be made for errors or omissions that are more than two (2) years old.

## **9.0 CONFIDENTIAL INFORMATION**

9.1 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or

order, to any person without first securing the written consent of the other Party. If a Party is obligated to turn over, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

#### 10.0 LIABILITY AND INDEMNIFICATION

10.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another telecommunications carrier (other than an affiliate) providing a portion of a service. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunication carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

10.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the loss and resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

10.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under this Section to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct.

10.4 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

10.5 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

10.6 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

10.7 Any claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers.

10.8 Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or using the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

10.9 Any loss arising from such Indemnifying Party's failure to comply with applicable law, including the Act or applicable FCC or Commission rule.

10.10 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the

relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

#### **11.0 TERM OF AGREEMENT**

11.1 The effective date of this agreement shall be the date upon which it is approved by the Commission pursuant to Section 252 of the Act ("Effective Date").

11.2 This Agreement shall commence on the Effective Date, and shall terminate one year after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect 1) not to renew by giving the other Party at least ninety (90) days written notice of the desire not to renew; or 2) to negotiate a subsequent agreement by giving the other Party at least ninety (90) days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

#### **12.0 INDEPENDENT CONTRACTORS**

12.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

#### **13.0 THIRD PARTY BENEFICIARIES**

13.1 This Agreement is not intended to benefit any person or entity not a Party to it and no third party beneficiaries are created by this Agreement.

#### **14.0 GOVERNING LAW, FORUM AND VENUE**

14.1 The construction, validity, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Illinois, except when Federal law may be controlling, in which case federal law will govern.

#### **15.0 REGULATORY APPROVAL**

15.1 The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

#### **16.0 ENTIRE AGREEMENT**

16.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

#### **17.0 NOTICE**

17.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

In the case of WC to:

Jim Naumann  
United States Cellular Corporation  
8410 W. Bryn Mawr Street, Ste. 700  
Chicago, IL 60631  
Telephone Number: 773-399-7070  
Facsimile Number: 773-399-4832

With a copy to:

Stephen P. Fitzell, Esquire  
c/o Sidley Austin Brown & Wood LLP  
Bank One Plaza  
10 S. Dearborn Street  
Chicago, IL 60603

In the case of ILEC:

Glenn E. Rauh, President  
Metamora Telephone Company  
220 North Menard Street  
Metamora, Illinois 61548  
Telephone Number: 309-367-4197  
Facsimile Number: 309-367-2616

With a copy to:

Troy A. Fodor, Esq.  
913 South Sixth Street  
Springfield, Illinois 62703

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

## **18.0 FORCE MAJEURE**

18.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

18.2 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from

performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omission of a Party's subcontractors, material, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

18.3 Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds thirty (30) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

#### **19.0 TAXES**

19.1 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed. The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

#### **20.0 ASSIGNMENT**

20.1 Neither party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, a Party may assign this Agreement or any portion thereof, without consent, to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

#### **21.0 TERMINATION OF SERVICE TO EITHER PARTY**

21.1 Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to them under this Agreement (Undisputed Unpaid Charges), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, the Billing Party will notify the billed Party in writing that in order to avoid having service disconnected, the billed Party must remit all Undisputed Unpaid Charges to the Billing Party within thirty (30) days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 8 of this Agreement.

21.2 Either Party may discontinue service to the other Party upon failure to pay Undisputed Unpaid Charges as provided in Section 21.1, and will have no liability to the non-paying Party in the event of such disconnection. Provided, however, the Billing Party will not discontinue any service or terminate this Agreement for the non-paying Party's failure to pay Undisputed Unpaid Charges if the non-paying Party pays such Undisputed Unpaid Charges within thirty (30) days of its receipt of the Termination Notice. To the extent necessary, either party may request the assistance of a third-party LEC in order to effectuate disconnection.

21.3 After disconnect procedures have begun, the Billing Party will not accept service orders from the non-paying Party until all Undisputed Unpaid Charges are paid in full, in immediately available funds. The Billing Party will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from the Billing Party) prior to resuming service to the non-paying Party after disconnection for nonpayment.

## **22.0 MISCELLANEOUS**

22.1 This Agreement is not an interconnection agreement under 47 U.S.C. 251(c). The Parties acknowledge that ILEC may be entitled to a rural exemption as provided by 47 U.S.C. 251(f), and ILEC does not waive such exemption by entering into this Agreement.

22.2 In the event that any effective legislative, regulatory, judicial, or other legal action affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. The parties acknowledge that intercarrier compensation for transport and transiting costs associated with local number portability is an open issue and ILEC presently has a suspension from the obligation to provide local number portability to wireless carriers. In the event this issue is finally resolved by the FCC or ILEC's existing suspension expires and is not continued, the parties shall negotiate in good faith the responsibility for transport and transiting cost of calls to ported numbers. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein.



IN WITNESS THEREOF, each Party has executed this Agreement to be effective as of the Effective Date.

Metamora Telephone Company

United States Cellular Operating Company of  
Chicago, LLC; USCOC of Central Illinois, LLC;  
USCOC of Illinois RSA #1, LLC; USCOC of  
Illinois RSA #4, LLC; and USCOC of Rockford,  
LLC

By Glenn E. Rauh

By [Signature]

Name GLENN E. RAUH

Name Michael Trizary

Title President

Title CTO / ERP Engineering

Date 6-15-05

Date 5/19/05

**APPENDIX 1**

**RATES FOR TERMINATION OF LOCAL TRAFFIC VIA INDIRECT  
INTERCONNECTION**

Local Termination Rate

\$0.022 per minute

## APPENDIX 2

### INTERMTA PERCENTAGE

Pursuant to Section 6.3, the interMTA percentage is: 10%